

EXHIBIT D

Extension Agreement

Extension of the Agreement between Embassy of India, Washington DC with address at 2107 Massachusetts AV, NW Washington DC 20008 AND Cox and Kings Global Services (CKGS) Pvt. Ltd. Turner Morrison Building, 16 Bank Street, Fort, Mumbai 400001 relating to outsourcing of Passport services.

Whereas, the Agreement between Embassy of India, Washington DC with address at 2107 Massachusetts AV, NW, Washington DC 20008 AND M/s Cox and Kings Global Services USA LLC (hereinafter the said Agreement) with address at 1250, 23rd Street, NW, Washington DC 20037 relating to outsourcing of Passport services was signed on 19th April 2016.

Whereas the said Agreement was extended through an Addendum duly signed between the Parties on 24th September 2018 extending for a period of 6 months till 31st March 2019 under the same terms and conditions.

And whereas, the said Agreement was extended through an Addendum duly signed between the Parties on 27th March 2019 for a period of 9 months from 1st April 2019 to 31st December 2019, under the same Terms and conditions.

Now, further to the Addendum signed on 27th March 2019 in regard to the extension of the said Agreement signed on 24th September 2018 in respect of outsourcing of Passport services, the Embassy of India, Washington DC and CKGS hereby agree to extend the said Agreement for a further period of two years from 1st January 2020 to 31st December 2021 under the same Terms and Conditions as stipulated in the said Agreement.

And whereas CKGS also agrees to abide by all its obligations and stipulations under the said Agreement as per the service fee approved and as per the schedule fixed by this Embassy, including inter alia:

- (i) submitting fresh Bank Guarantees (BGs) valid from 1st January 2020 till 30th June 2022, within one month of signing of this Extension Agreement on the basis of number of services in the last 3 years (2017-2019), failing which the Ministry shall have the right to terminate the Agreement so extended and CKGS shall be liable for all the consequences arising therefrom,
- (ii) providing Biometric enrollment services, and
- (iii) timely digitization and indexation of Passport documents (within 15 calendar days of handing over of applications to OSP by the Mission/Post). The CKGS also agrees to levy of penalty in case of delay in digitization and indexation of records as per the penalty clause annexed to this extension agreement.

CKGS also commits and undertakes that the Case/Petition No. CP(IB)- 2640/I&B/MB/2019 presently pending before the NCLT, Mumbai against the Parent Holding Company - Cox and Kings Ltd., India or any other development in connection with any proceedings, bankruptcy, insolvency, restructuring or otherwise in any other manner, involving CKGS shall in no way affect, alter or discharge the obligations of CKGS under the said Agreement, including Bank Guarantees.

In witness whereof, the Parties have set their hands and affixed their seals hereon to this Extension Agreement.


This Extension Agreement shall enter into force on 1st January 2020.

Washington DC 31st December


Done at.....on this.... day of.....2019 in two originals in the English Language.

Signed Sealed and Delivered

For and on behalf of the Ministry of
External Affairs


Name & Designation 
Vinayak Prateprao Chavan
First Secretary
Embassy of India
Embassy of India
Washington DC

In witness thereof
Name & Designation
Embassy of India

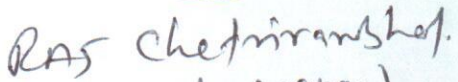

Sojan Paul
Attache (Consular)
Embassy of India
Washington DC

Signed Sealed and Delivered

For and on behalf of Cox and Kings Global
Services Pvt. Ltd.

Name & Designation 
ALPANA SINGH RATHORE
COUNTRY MANAGER
Name of the OSP,,, COX & KINGS GLOBAL SERVICES
USA LLC

In witness thereof
Name & Designation
Name of OSP


RAS Chetniranshap
(Deputy Manager)


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Annexure

<i>Parameter</i>	<i>Service Level</i>	<i>Penalty for violation</i>
<i>Digitization and indexation of documents</i>	<i>Digitization and indexation will be completed within 15 calendar days from the date of handing over of processed application to OSP.</i>	<i>Any delay beyond this time frame will entail penalties equivalent to USD 2 multiplied by the number of applications and the number of days of delay. Any delay attributable to the Service Provider, beyond three months would lead to forfeiture of Bank Guarantees (BGs) and termination of Contract.</i>

<i>Parameter</i>	<i>Service Level</i>	<i>Penalty for violation</i>
<i>Payment of penalties</i>	<i>Service Provider will make payment of penalties and will also make payment of additional penalties, wherever specified, for any delay in payment of penalties imposed by Mission/Post.</i>	<i>If penalties are not paid within seven days including holidays, additional penalties will be imposed on a cumulative basis of 0.5% of the amount payable per day, if reasons for such delays are not acceptable to the Mission/Post.</i> <i>In case of non-payment of additional penalties for a period exceeding four weeks, Mission/Post will have the right to encash the Bank Guarantees as appropriate.</i>